

RECORDATION NO. **20503-B** FILED

OCT 31 '00

9-48 AM

75

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD

ATTORNEYS AT LAW

1600 K STREET, NW

SUITE 200

WASHINGTON, DC

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 31, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Rider No. 4, dated as of October ~~31~~²⁷, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement originally between Railcar, Ltd., Lessor, and Norfolk Southern Railway, Lessee, which was previously filed with the Board under Recordation Number 20503 and was subsequently assigned by Railcar Ltd. to First Union Rail Corporation.

The names and addresses of the parties to the enclosed document are:

Lessor: First Union Rail Corporation
6250 River Road, Suite 5000
Rosemont, IL 60118

Lessee: Norfolk Southern Railway Company
110 Franklin Road, S.E.
Roanoke, VA 24042

A description of the railroad equipment covered by the enclosed documents is:

237 bi-level autoracks: NS 110150 – NS 110386 inclusive.

Mr. Vernon A. Williams
October 31, 2000
Page 2

A short summary of the document to appear in the index is:

Rider No. 4 to Lease Agreement between First Union Rail Corporation, Lessor, and Norfolk Southern Railway Company, Lessee, covering 237 bi-level autoracks: NS 110150 – NS 110386 inclusive.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bjg
Enclosures

OCT 31 '00

9-48 AM

RIDER NO. 4

SURFACE TRANSPORTATION BOARD

This Rider No. 4 is made as of this 27 day of October, 2000 (the "Rider"), by and between FIRST UNION RAIL CORPORATION ("Lessor"), a North Carolina corporation, and NORFOLK SOUTHERN RAILWAY COMPANY ("Lessee"), a Virginia corporation, and is made with respect to that certain Lease Agreement dated as of December 18, 1996 (as amended, the "Lease"), by and between Railcar, Ltd. (assigned to Lessor) and Lessee. Capitalized terms used herein without definition shall have the meanings given to such terms in the Lease.

CONTRACT NO. _____

- I. NUMBER OF CARS: Two hundred thirty-seven (237).
- II. DESCRIPTION OF CARS: New, Thrall built, two-unit, articulated, bi-level auto-racks equipped with 44 LH and 44RH Holden Chock System.
- III. CAR NUMBERS: NS marks: 110150 - 110386.
- IV. TERM: Initial term of thirty-six (36) months to commence November 1, 2000.
- V. RENTAL RATES: \$_____ per Car per month.
- VI. ANTICIPATED DELIVERY PERIOD: Commencing April, 2000.
- VII. POINT OF DELIVERY: FOB Thrall at Winder, GA.
- VIII. RETURN POINT; OTHER RETURN CONDITIONS: Cars to be returned at any interchange point on NS as designated by Lessor.
Cars to be returned with full Chock System.
- IX. THE CARS MAY BE USED ONLY FOR THE TRANSPORTATION OF THE FOLLOWING TYPES OF COMMODITIES:

Automobiles, light trucks, SUV's and other similar or related equipment ancillary or incidental thereto.

Lessee shall not knowingly load any of the Cars in excess of the load limits stenciled thereon.

- X. IS A STIPULATED LOSS VALUE SCHEDULE ATTACHED TO AND MADE A PART OF THIS RIDER? Yes, attached.

XI. SPECIAL ITEMS:

A. The Lessor and the Lessee agree that the Cars subject to this Rider are leased pursuant to a net lease and in order to effect such agreement the Lessor and the Lessee hereby amend the Lease as follows:

1. Section 7 of the Lease is hereby amended by adding the following sentence to the end thereof:

"In addition, Lessee agrees to keep records, logs, and other information relating to the date and type of maintenance on the Cars and any other records, logs and other information required by any Governmental Authority (as defined in Section 10) having jurisdiction over the Lessee, the Cars, the use thereof or this Lease."

2. The first paragraph of Section 9(a) is hereby deleted in its entirety and replaced with the following language:

"(a) Repairs. Lessee will preserve the Cars in good order, condition and repair at all times and will not in any way alter the physical structure of the Cars. Lessee will at its sole cost and expense maintain, repair and make modifications to the Cars to be in compliance with all requirements of the Association of American Railroads' rules for interchange (together "Interchange Rules") and all requirements of the United States Department of Transportation and other United States and Canadian governmental authorities."

3. Section 12 is hereby amended by deleting the following language:

"(i) while such Car is in a repair shop undergoing repairs that are not necessitated by Lessee's acts or omissions or any breach by Lessee of its obligations hereunder or are not otherwise the responsibility of Lessee hereunder." Further, in clause (ii) of Section 12, the word "sole" shall be changed to "gross."

4. The first paragraph of Section 22 is hereby amended by substituting "Lessee" for "Lessor" in the first sentence of the provision.

5. Lessee may request Lessor to pay for any required modifications to be made by the Lessee pursuant to Section 25. Upon Lessee's request that Lessor pay for such modifications, Lessor may pay for such modifications in which case the Rental Rates due hereunder shall increase by a monthly rate of \$_____ per Car for each \$100.00 expended by Lessor but in no case shall the Lessee pay more in increased Rental Rates than Lessor's costs incurred.

B. Renewal Option. At the end of the initial term, Lessee has the option to renew for an additional three (3) year term at the rate of \$_____ per Car per month. Lessee shall notify Lessor of its intention to exercise this option within 180 days of expiration of initial term.

- C. If Lessee has exercised the first renewal option in Special Item XI.B. hereof, Lessee shall have the option to renew for an additional four (4) years at the rate of \$_____ per Car per month. Lessee shall notify Lessor of the intention to exercise the second renewal option prior to 180 days of expiration of the first renewal option term.

XII. ADDRESSING OF NOTICES:

if to Lessor:

First Union Rail Corporation
One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, Illinois 60018
Attention: Contract Administrator

Telephone: (847) 384-5300
Telecopier: (847) 318-7588

if to Lessee:

Norfolk Southern Railway Co.
110 Franklin Road, S.E.
Roanoke, VA 24042-0072
Attention: Sandy Reynolds

XIII. ADDRESSING FOR REPAIRS, DAMAGE, OR DESTROYED CARS:

if to Lessor:

First Union Rail Corporation
One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, Illinois 60018
Attention: Contract Administrator

Telephone: (847) 384-5300
Telecopier: (847) 318-7588

if to Lessee:

Norfolk Southern Railway Co.
100 Franklin Road, S.E.
Roanoke, VA 24042-0072
Attention: Manager, Car Maintenance

XIV. CHATTEL PAPER:

To the extent that this Rider constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction) no security interest in this Rider may be created and no interest in this Rider may be transferred except the transfer of possession of the original executed counterpart, which shall be identified as the counterpart that contains the receipt therefor, executed by the Lessor on or immediately following the signature page thereof and stamped on the first page thereof as the chattel paper original counterpart.

RIDER NO. 4 SCHEDULE OF STIPULATED LOSS VALUES

[data redacted for recording purposes]

Executed and delivered as of Oct. 27, 2000, as a Rider to and part of the Lease.

LESSOR:

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour

Name: RICHARD F. SEYMOUR
Vice President Sales & Marketing

Title: _____

LESSEE:

NORFOLK SOUTHERN RAILWAY COMPANY

By: J. M. Reynolds Jr

Name: J. M. REYNOLDS

Title: MANAGER-PURCHASING-CAR
10-27-00

Receipt of this original counterpart of the foregoing Rider is hereby acknowledged on this 27 day of October, 2000.

State of Virginia
City of Roanoke

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour

Name: RICHARD F. SEYMOUR
Vice President Sales & Marketing

Title: _____

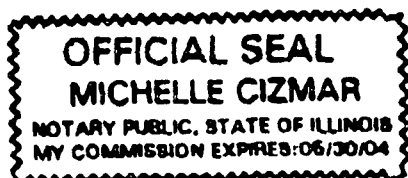
The foregoing instrument was acknowledged before me this 27th day of October, 2000 by S. M. Reynolds of Norfolk Southern Railway Company a Virginia corporation, on behalf of the corporation.

Freda P. Hubert My Commission Expires 12310
Notary

State of Illinois
County of Rosemont

The foregoing instrument was acknowledged before me this 25th day of October, 2000 by Richard F. Seymour of First Union Rail Corporation a "North Carolina corporation", on behalf of the corporation.

Michelle Cizmar My commission expires on 5/30/04.
Notary



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached *Rider No. 4* with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

10/31/00



Robert W. Alvord